

**Amendment to the Agreement  
Between  
TC Systems, Inc.  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and  
AT&T Tennessee  
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TC Systems, Inc. (TC Systems), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement) to be effective after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, the Parties entered into the Agreement on March 14, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that Section 13.1 of the General Terms & Conditions, "Service Quality Measurement" is deleted in its entirety and replaced with the following:

13.1 Notwithstanding any language of Attachment 9 (Performance measures/Remedies) to the contrary, TC Systems, Inc., agrees that AT&T South Carolina shall provide no remedy payments to TC Systems, Inc. All other obligations under Attachment 9 - Service Quality Measurements shall remain in full force and affect.
2. All of the other provisions of the Agreement, dated March 14, 2006, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. By entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

TC Systems, Inc.

By:

*Bill C. Peacock*

Name: Bill C. Peacock

Title: Director-Interconnection  
Agreements

Date:

*3/13/08*

BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T  
Georgia, AT&T Kentucky, AT&T Louisiana,  
AT&T Mississippi, AT&T North Carolina, AT&T  
South Carolina and AT&T Tennessee

By:

*Kristen E. Shore*

Name: Kristen E. Shore

Title: Director

Date:

*3/18/08*

OCN #

ACNA

SOUTH CAROLINA

TC Systems-SC